

FILED

NOTICE OF FORECLOSURE SALE

SALE
2026 JAN 13 PM 12:18

State of Texas §
County of Dallas §

JOHN F. WARREN
COUNTY CLERK
DALLAS COUNTY
REPUTY

Notice is hereby given of a public non-judicial foreclosure sale.

BY DEPT. OF

1. Property To Be Sold. The property to be sold is described as follows:

LOT 2, BLOCK C, MOCKINGBIRD HILL-SECTION IV, AN ADDITION TO THE CITY OF DESOTO, DALLAS COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 98209, PAGE 1294, OF THE MAP RECORDS OF DALLAS COUNTY, TEXAS.

2. **Date, Time, and Place of Sale.** The sale is scheduled to be held at the following date, time, and place:

Date: **February 3, 2026**

Time: The sale shall begin no earlier than 11:00 AM or no later than three hours thereafter.

Place: **Dallas County Courthouse in Dallas, Texas**, at the following location: the area designated by the Commissioners Court of **Dallas, Dallas County, Texas**, pursuant to § 51.002 of the Texas Property Code as the place where foreclosure sales are to take place (if no such place is so designated, the sale will take place in the area where this Notice of Substitute Trustee's Sale is posted).

The deed of trust permits the Mortgagee of Record to postpone, withdraw, or reschedule the sale for another day. In that case, the trustee or substitute trustee under the deed of trust need not appear at the date, time, and place of a scheduled sale to announce the postponement, withdrawal, or rescheduling. Notice of the date of any rescheduled foreclosure sale will be reposted and refiled in accordance with the posting and filing requirements of the Texas Property Code. The reposting or refiling may be after the date originally scheduled for this sale.

Pursuant to section 51.009 of the Texas Property Code, the property will be sold in "as is, where is" condition, without any express or implied warranties, except as to the warranties of title (if any) provided for under the deed of trust. Prospective bidders are advised to conduct an independent investigation of the nature and physical condition of the property.

Pursuant to section 51.0075 of the Texas Property Code, the trustee reserves the right to set further reasonable conditions for conducting the sale. Any such further conditions shall be announced before bidding is opened for the first sale of the day held by the trustee or any substitute trustee.

3. **Terms of Sale.** The sale will be conducted as a public auction to the highest bidder for cash, subject to the provisions of the deed of trust permitting the Mortgagee of Record thereunder to have the bid credited to the note up to the amount of the unpaid debt secured by the deed of trust at the time of sale.

Those desiring to purchase the property will need to demonstrate their ability to pay their bid immediately in cash if their bid is accepted.

The sale will be made expressly subject to any title matters set forth in the deed of trust, but prospective bidders are reminded that by law the sale will necessarily be made subject to all prior matters of record affecting the property, if any, to the extent that they remain in force and effect and have not been subordinated to the deed of trust. The sale shall not cover any part of the property that has been released of public record from the lien of the deed of trust. Prospective bidders are strongly urged to examine the applicable property records to determine the nature and extent of such matters, if any.

If the sale is set aside for any reason, the Purchaser at the sale shall be entitled only to a return of the deposit paid. The Purchaser shall have no further recourse against the Mortagor, the Mortgagee or the Mortgagee's

attorney.

4. **Type of Sale.** The sale is a non-judicial deed of trust lien and security interest foreclosure sale being conducted pursuant to the power of sale granted by the Deed of Trust executed by **James A Guess a married person**
5. **Obligations Secured.** The Deed of Trust is dated **March 30, 2020**, and is recorded in the office of the County Clerk of Dallas County, Texas, in/under **202000089334, Official Public Records of Dallas County, Texas**. The deed of trust provides that it secures the payment of the indebtedness and obligations therein described (collectively the "Obligations") including but not limited to the promissory note in the original principal amount of **\$154,500.00**, executed by **James A. Guess**, and payable to the order of **Mortgage Electronic Registration System, Inc. ("MERS")** solely as nominee for **Gateway Mortgage Group, a division of Gateway First Bank**.

Original Mortgagee: Mortgage Electronic Registration System, Inc. ("MERS") solely as nominee for Gateway Mortgage Group, a division of Gateway First Bank.

Current Mortgagee of Record: Gateway Mortgage Group, a division of Gateway First Bank
whose address is 244 South Gateway Place, Jenks, OK 74037.

6. **Default and Request To Act.** Default has occurred under the deed of trust, and the beneficiary has requested me, as Substitute Trustee, to conduct this public sale. Notice is given that before the sale the beneficiary may appoint another person substitute trustee to conduct the sale.
7. **ASSERT AND PROTECT YOUR RIGHTS AS A MEMBER OF THE ARMED FORCES OF THE UNITED STATES. IF YOU ARE OR YOUR SPOUSE IS SERVING ON ACTIVE MILITARY DUTY, INCLUDING ACTIVE MILITARY DUTY AS A MEMBER OF THE TEXAS NATIONAL GUARD OR THE NATIONAL GUARD OF ANOTHER STATE OR AS A MEMBER OF A RESERVE COMPONENT OF THE ARMED FORCES OF THE UNITED STATES, PLEASE SEND WRITTEN NOTICE OF THE ACTIVE DUTY MILITARY SERVICE TO THE SENDER OF THIS NOTICE IMMEDIATELY.**

Sent by: Clare V. Cougill
Robertson Anschutz Vetters, LLC
10375 Richmond Avenue, Suite 200
Houston, TX 77042

DATED January 12, 2026.



David Garvin, Jeff Benton, Brandy Bacon, Michelle Schwartz, Guy Wiggs, David Stockman, Donna Stockman, Janet Pinder, Jamie Dworsky, Angela Cooper Brown, Kelly Goddard, Leslie Shuler, Robin Shelton, Substitute Trustee
c/o Robertson Anschutz Vetters, LLC
10375 Richmond Avenue, Suite 200
Houston, TX 77042
Phone: (713) 244-1360

THIS INSTRUMENT APPOINTS THE SUBSTITUTE TRUSTEE(S) IDENTIFIED TO SELL THE PROPERTY DESCRIBED IN THE SECURITY INSTRUMENT IDENTIFIED IN THIS NOTICE OF SALE THE PERSON SIGNING THIS NOTICE IS THE ATTORNEY OR AUTHORIZED AGENT OF THE MORTGAGEE OR MORTGAGE SERVICER.

NOTICE OF ASSESSMENT LIEN SALE

STATE OF TEXAS §
§
COUNTY OF DALLAS §

WHEREAS, on or about January 31, 2025, a Notice of Lien was filed in the Deed Records of Dallas County, Texas, covering the real property herein described concerning default in the payment of the indebtedness owing by Jose Luis and Martha Luis, the present owners of said real property, to Thorntree Addition Property Owners' Association, Inc. (the "Association"); and

WHEREAS, the said Jose Luis and Martha Luis have continued to default in the payment of their indebtedness to the Association and the same is now wholly due, and the Association, acting by and through its duly authorized agent, intends to sell the herein described property to satisfy the present indebtedness of said owners to the Association;

NOW, THEREFORE, notice is hereby given that on Tuesday, February 3, 2026, between 10 o'clock a.m. and 4 o'clock p.m., the Association will sell said real estate Outside on the north side of the George Allen Courts Building facing Commerce Street below the overhang, Dallas County, Texas, Dallas County, Texas, to the highest bidder for cash, subject to all superior liens and encumbrances of record. The earliest time at which said sale will begin will be 12:00 o'clock noon, and the sale will take place not later than three (3) hours after that time.

Said real estate is described as follows:

Lot 15, Block 1, of Replat of Thorntree Phase II, an Addition to the City of DeSoto, Dallas County, Texas, according to the Map thereof recorded in Volume 87068, Page 2543, of the Map Records of Dallas County, Texas (920 Ironwood Court)

WITNESS my hand this 13th day of January, 2026

FILED

2026 JAN 13 PM 1:29

JOHN F. WARREN
COUNTY CLERK
DALLAS COUNTY
BY MJ DEPUTY

THORNTREE ADDITION PROPERTY OWNERS'
ASSOCIATION, INC.

By: J. R. Reed
Jason R. Reed, Substitute Trustee
Riddle & Williams, P.C.
3811 Turtle Creek Blvd, Suite 500
Dallas, Texas 75219

The within notice was posted by me on the _____ day of _____, 2026, at the Dallas County Courthouse in Dallas, Texas.

CAUSE NO. DC-25-11804

IN RE: ORDER FOR FORECLOSURE
CONCERNING

920 Ironwood Court
Desoto, TX 75115

UNDER TEX. R. CIV. PROC. 736

AND JOSE LUIS AND MARTHA LUIS

ORDER FOR FORECLOSURE

IN THE DISTRICT COURT OF

DALLAS COUNTY, TEXAS

44TH JUDICIAL DISTRICT

On July 23, 2025, the Application for Foreclosure under Tex. R. Civ. Proc. 736 in the above-entitled cause of action was presented to the Court. Thorntree Addition Property Owners' Association, Inc. (the "Association"), Petitioner herein, seeks an order pursuant to Tex. R. Civ. Proc. 736 to foreclose the Association's assessment lien against 920 Ironwood Court, Desoto, Texas 75115, and further described as follows:

Lot 15, Block 1, of Replat of Thorntree Phase II, an Addition to the City of DeSoto, Dallas County, Texas, according to the Map thereof recorded in Volume 87068, Page 2543, of the Map Records of Dallas County, Texas (920 Ironwood Court) (hereinafter the "Property").

The Court finds that the Association's Application for Foreclosure complies with Rule 736.1 of the Tex. R. Civ. Proc. and was properly served in accordance with Rule 736.4 of the Tex. R. Civ. Proc. The Court further finds that Respondents have not previously filed a response, and the return of service has been on file with the clerk of the Court for at least 10 days before the date of this Order. The Court finds that the name and last known address of each respondent is as follows:

Jose Luis
920 Ironwood Court
Desoto, Texas 75115

Martha Luis
920 Ironwood Court
Desoto, Texas 75115

Pursuant to Rule 736.7 of the Tex. R. Civ. Proc., all facts alleged in the Application for Foreclosure and supported by the affidavit of material facts constitute *prima facie* evidence of the truth of the matters alleged. The Court further finds as follows:

1. This proceeding is brought in the county in which all or part of the real property encumbered by the lien sought to be foreclosed is located.
2. The Association is governed by the Amendments to Declaration of Deed Restrictions for Thorntree Addition (the "Declaration"), as corrected and supplemented from time to time.
3. The Property is subject to and governed by the Declaration.
4. By virtue of Respondents' acquisition of the Property, Respondents agreed to and became obligated by the Declaration to pay to the Association all assessments for the expense of administration, maintenance, upkeep and repair of the Community as assessed in accordance with the Declaration, as more particularly shown in Article 25 of the Declaration.
5. Article 25, Section (c)(1) of the Declaration creates an assessment lien against the Property to secure payment of assessments and other charges pursuant to Tex. R. Civ. Proc. 735.1(c) and Tex. Prop. Code 209.0092.
6. Article 25, Section (c)(7) of the Declaration further provides that the Association may foreclose its assessment lien by appropriate judicial or non-judicial proceedings.
7. During the period of Respondents' ownership, Respondents have been assessed

maintenance fees in a non-discriminatory manner based on Respondents' ownership of the Property.

8. Article 25, Section (c)(1) of the Declaration and Texas Property Code 5.006 provide for recovery of attorney's fees and expenses incurred in the collection of delinquent assessments.
9. As of July 17, 2025, Respondents are 19 months in default in his/her obligations to the Association for a total of Three Thousand Two Hundred and Fifty Eight Dollars and Sixty Eight Cents (\$3,258.68).
10. Respondents have been notified of the amounts due and unpaid attributed to Respondents' failure to pay the assessments and other charges by notice letter dated November 12, 2024.
11. A Notice of Lien was filed on or about January 31, 2025 at Instrument No. 202500019293 in the office of the County Clerk of DALLAS, Texas, and Respondents were notified of same by letter dated January 31, 2025.
12. The Association afforded Respondents thirty (30) days to cure the default pursuant to the January 31, 2025 letter, and such opportunity to cure the default has expired.
13. Prior to filing this Application, the Association performed all actions required under applicable law and the terms of the Declaration required prior to foreclosing the Association's assessment lien against the Property.

THE COURT THEREFORE GRANTS the Association's Application for Foreclosure under Tex. R. Civ. Proc. 736.

IT IS THEREFORE ORDERED that the Association may proceed with a foreclosure of its assessment lien on the Property under the terms of the Association's Declaration and Texas Property Code Section 51.002; and

IT IS FURTHER ORDERED that the Association shall send Respondents a copy of this Order with the notice of foreclosure sale sent to Respondents; and

IT IS FURTHER ORDERED that the Association may communicate with Respondents and all third parties as may be reasonably necessary to conduct the foreclosure sale of the Property.

SIGNED ON

October 8, 2025

Mary Murphy
JUDGE PRESIDING

Mary Murphy
Senior Justice (Retired)
Fifth District Court of Appeals
Sitting by Assignment

NOTICE OF ACCELERATION AND NOTICE OF TRUSTEE'S SALE

Assert and protect your rights as a member of the armed forces of the United States. If you are or your spouse is serving on active military duty, including active military duty as a member of the Texas National Guard or the National Guard of another state or as a member of a reserve component of the armed forces of the United States, please send written notice of the active duty military service to the sender of this notice immediately.

DEED OF TRUST INFORMATION:

Date: **June 12, 2001**
Grantor(s): **Robert L. Davis, a married person joined herein by his spouse, Diana Davis**
Original Mortgagee: **Reliance Mortgage Company**
Original Principal: **\$114,000.00**
Recording Information: **1434670**
Property County: **Dallas**
Property: **BEING LOT 9 IN BLOCK C OF THE GLEN FIRST INSTALLMENT, AN ADDITION TO THE CITY OF DESOTO, DALLAS COUNTY, TEXAS ACCORDING TO THE MAP THEREOF RECORDED IN VOLUME 73161, PAGE 639 OF THE MAP RECORDS OF DALLAS COUNTY, TEXAS.**
Property Address: **933 Canyon Ridge Drive
Desoto, TX 75115**

MORTGAGE SERVICING INFORMATION:

The Mortgage Servicer, if not the Current Mortgagee, is representing the Current Mortgagee pursuant to a Mortgage Servicing Agreement.

Current Mortgagee: **NewRez LLC d/b/a Shellpoint Mortgage Servicing**
Mortgage Servicer: **Shellpoint Mortgage Servicing**
Mortgage Servicer: **75 Beattie Place**
Address: **Greenville, SC 29601**

SALE INFORMATION:

Date of Sale: **February 3, 2026**
Time of Sale: **10:00 AM or within three hours thereafter.**
Place of Sale: **George Allen Courts Building, 600 Commerce Street, Dallas, TX 75202 or, if the preceding area is no longer the designated area, at the area most recently designated by the County Commissioner's Court.**
Substitute Trustee: **Auction.com, LLC, and Padgett Law Group, any to act**
Substitute Trustee: **546 Silicon Dr., Suite 103**
Address: **Southlake, TX 76092**

BY *JOHN E. WARREN*
COUNTY CLERK
DALLAS COUNTY

2026 JAN 12 PM 1:05

APPOINTMENT OF SUBSTITUTE TRUSTEE:

THIS INSTRUMENT APPOINTS THE SUBSTITUTE TRUSTEE(S) IDENTIFIED TO SELL THE PROPERTY DESCRIBED IN THE SECURITY INSTRUMENT IDENTIFIED IN THIS NOTICE OF SALE THE PERSON SIGNING THIS NOTICE IS THE ATTORNEY OR AUTHORIZED AGENT OF THE MORTGAGEE OR MORTGAGE SERVICER.

The undersigned is the attorney for the mortgagee and/or mortgage servicer, and in such capacity does hereby remove the original trustee and all successor substitute trustees under the above-described Deed of Trust and appoints in their place, any to act, those substitute trustees identified in the SALE INFORMATION section of this notice, whose address is c/o Padgett Law Group, 546 Silicon Dr., Suite 103, Southlake, TX 76092 as Substitute Trustee, who shall hereafter exercise all powers and duties to set aside the said original trustee under said Deed of Trust, and further does hereby request, authorize, and instruct said Substitute Trustees to conduct and direct the execution of remedies set aside to the beneficiary therein.

WHEREAS, the above-named Grantor(s) previously conveyed the above described property in trust to secure payment of the Note set forth in the above-described Deed of Trust; and

WHEREAS, a default under the Note and Deed of Trust was declared, such default was reported to not have been cured, and all sums secured by such Deed of Trust are declared immediately due and payable.

WHEREAS, the original Trustee and any previously appointed Substitute Trustee under said Deed of Trust has been hereby removed and the herein described Substitute Trustees, have been appointed as Substitute Trustees and authorized by the Mortgage Servicer to enforce the power of sale granted in the Deed of Trust; and

WHEREAS, the undersigned law firm has been requested to provide these notices on behalf of the Current Mortgagee, Mortgage Servicer and Substitute Trustees;

NOW, THEREFORE, NOTICE IS HEREBY GIVEN of the foregoing matters and that:

1. The maturity of the Note is hereby accelerated, and all sums secured by the Deed of Trust are declared to be immediately due and payable.
2. The herein appointed Substitute Trustees, any to act, as Substitute Trustee will sell the Property to the highest bidder for cash on the date, at the place, and no earlier than the time set forth above in the Sale Information section of this notice. The sale will begin within three hours after that time.
3. This sale shall be subject to any legal impediments to the sale of the Property to any exceptions referenced in the Deed of Trust or appearing of record to the extent the same are still in effect and shall not cover any property that has been released from the lien imposed by the Deed of Trust.
4. No warranties, express or implied, including but not limited to the implied warranties of merchantability and fitness for the particular purpose shall be conveyed at the sale, save and except the Grantor's warranties specifically authorized by the Grantor in the Deed of Trust. The property shall be sold "AS-IS", purchaser's will buy the property "at the purchaser's own risk" and "at his peril" and no representation is made concerning the quality or nature of title to be acquired. Purchasers will receive whatever interest Grantor and Grantor's assigns have in the property, subject to any liens or interest of any kind that may survive the sale. Interested persons are encouraged to consult counsel of their choice prior to participating in the sale of the property.
5. If the sale is set aside for any reason, the Purchaser at the sale shall be entitled only to a return of the funds paid. The Purchaser shall have no further recourse against the Mortgagor, the Mortgagee, the Mortgagee's Attorney, or the duly appointed Substitute Trustee.

PJM/JD

Michael J. Burns / Paige Jones/ Gabrielle A. Davis/ Ronny George

CERTIFICATE OF POSTING

My name is Donna Stockman, and my address is c/o Padgett Law Group, 546 Silicon Dr., Suite 103, Southlake, TX 76092. I declare under penalty of perjury that on 1/12/26, I filed at the office of the Dallas County Clerk to be posted at the Dallas County courthouse this notice of sale.

Donna Stockman

Declarant's Name: Donna Stockman

Date: 1/12/26

Padgett Law Group
546 Silicon Dr., Suite 103, Southlake, TX 76092
(850) 422-2520

WITNESS MY HAND this 12th day of January, 2025.

Donna Stockman

NOTICE OF FORECLOSURE SALE

Deed of Trust:

Dated: January 14, 2025
Grantor: F.A.N 1 RE HOLDINGS LLC, A TEXAS LIMITED LIABILITY COMPANY
Trustee: Chris Ferguson, managing attorney of Jack O'Boyle and Associates, a professional limited liability company
Lender: Closing Capital, LLC, an Arizona limited liability company
Loan Servicer: Capital Fund I, LLC, an Arizona limited liability company
Recorded: **Instrument #202500014951**, recorded on January 24, 2025, in the official Real Property (Deed) Records of DALLAS COUNTY, Texas
Secures: **Promissory Note** ("Note") in the original principal amount of \$180,000.00, executed by F.A.N 1 RE HOLDINGS LLC, A TEXAS LIMITED LIABILITY COMPANY ("Borrower") and payable to the order of Lender
Maturity Date: January 1, 2026

Legal Description:

LOT 19, BLOCK 11, OF MOCKINGBIRD HILL, SECTION II, AN ADDITION TO THE CITY OF DESOTO, DALLAS COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 83126, PAGE 3170, OF THE MAP RECORDS OF DALLAS COUNTY, TEXAS; and more commonly known as 1305 Mallard Dr, DeSoto, TX 75115

FORECLOSURE SALE:

Date: **Tuesday, February 3, 2026**

Time: The sale of the Property will be held between the hours of **1:00 p.m. and 4:00 p.m.** local time; the earliest time at which the Foreclosure Sale will begin is **1:00 p.m.** and not later than three hours thereafter.

Place: ON THE NORTH SIDE OF THE GEORGE ALLEN COURTS BUILDING FACING COMMERCE STREET BELOW THE OVERHANG, OR IF THE PRECEDING AREA IS NO LONGER THE DESIGNATED AREA, AT THE AREA MOST RECENTLY DESIGNATED BY THE COUNTY COMMISSIONERS COURT
DEPUTY
COUNTY CLERK
JOHN E. WARREN

Terms of Sale: The Foreclosure Sale will be conducted as a public auction and the property will be sold to the highest bidder for cash, except that
15 JAN 2026



Lender's or Loan Servicer's bid may be by credit against the indebtedness secured by the lien of the Deed of Trust.

Substitute Trustee:

Bennett M. Wyse, Ted Gambordella, Shelley Ortolani, Mary Mancuso, Michele Hreha, Francesca Ortolani, Guy Wiggs, David Stockman, Brenda Wiggs, Donna Stockman, Janet Pinder, Brandy Bacon, Michelle Schwartz, Jamie Dworsky, Angela Brown, Carol Dunmon, Payton Hreha, Jeff Benton, and/or Leslie Shuler

Default has occurred in the payment of the Note and in the performance of the obligations of the Deed of Trust. Because of that default, Lender, the owner and holder of the Note, or its Loan Servicer, has requested Substitute Trustee to sell the Property.

The Deed of Trust may encumber both real and personal property. Formal notice is hereby given of Lender's, or Loan Servicer's election to proceed against and sell both the real property and any personal property described in the Deed of Trust in accordance with Lender's rights and remedies under the Deed of Trust and section 9.604(a) of the Texas Business and Commerce Code.

Therefore, notice is given that on and at the Date, Time, and Place for the Foreclosure Sale described above, Substitute Trustee will sell the Property in accordance with the Terms of Sale described above, the Deed of Trust, and applicable Texas law.

If Lender or Loan Servicer passes the Foreclosure Sale, then notice of the date of any rescheduled foreclosure sale will be reposted and refiled in accordance with the posting and filing requirements of the Deed of Trust and the Texas Property Code.

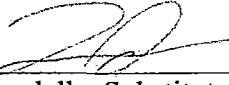
The Foreclosure Sale will be made expressly subject to any title matters set forth in the Deed of Trust, but prospective bidders are reminded that by law the Foreclosure Sale will necessarily be made subject to all prior matters of record affecting the Property, if any, to the extent that they remain in force and effect and have not been subordinated to the Deed of Trust. For the avoidance of doubt, the Foreclosure Sale will not cover any part of the Property that has been released of public record from the lien and/or security interest of the Deed of Trust by Lender, or Loan Servicer. Prospective bidders are strongly urged to examine the applicable property records to determine the nature and extent of such matters, if any.

Pursuant to section 51.009 of the Texas Property Code, the Property will be sold "AS IS," without any expressed or implied warranties, except as to the warranties (if any) provided for under the Deed of Trust. Prospective bidders are advised to conduct an independent investigation of the nature and physical condition of the Property.

Pursuant to section 51.0075(a) of the Texas Property Code, Substitute Trustee reserves the right to set further reasonable conditions for conducting the Foreclosure Sale. Any such further conditions shall be announced before bidding is opened for the first sale of the day held by Substitute Trustee.

THIS INSTRUMENT APPOINTS THE SUBSTITUTE TRUSTEE(S) IDENTIFIED HEREIN TO SELL THE PROPERTY DESCRIBED IN THE SECURITY INSTRUMENT IDENTIFIED IN THIS NOTICE OF SALE. THE PERSON SIGNING THIS NOTICE IS THE ATTORNEY, SUBSTITUTE TRUSTEE, OR OTHER AUTHORIZED AGENT OF THE MORTGAGEE OR LOAN SERVICER.

SUBSTITUTE TRUSTEE:

By: 
Ted Gambordella, Substitute Trustee
5910 N Central Expy, Suite 920
Dallas, Texas 75206
Tel. (214) 473-5551
Fax. (214) 540-9333
Tgambordella@prattaycock.com